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11 UNITED STATES DISTRICT COURT  
12 FOR THE EASTERN DISTRICT OF WASHINGTON

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 CODY ALLEN EASTERDAY,

17 Defendant.

4:21-CR-06012-SAB-1

Plea Agreement



18 Plaintiff, the United States of America, by and through Daniel S. Kahn, Acting  
19 Chief, Fraud Section, Criminal Division, United States Department of Justice, Avi  
20 Perry, Acting Principal Assistant Chief, Fraud Section, Criminal Division, United  
21 States Department of Justice, John ("Fritz") Scanlon, Trial Attorney, Fraud Section,  
22 Criminal Division, United States Department of Justice, Joseph H. Harrington, Acting  
23 United States Attorney for the Eastern District of Washington, and Russell E. Smoot,  
24 Timothy M. Durkin, and Brian M. Donovan, Assistant United States Attorneys for  
25 the Eastern District of Washington (collectively, "the United States"), and Defendant  
26 **CODY ALLEN EASTERDAY** and Defendant's counsel, Carl J. Oreskovich, agree  
27 to the following Plea Agreement:  
28

1           1.    Waiver of Indictment, Guilty Plea and Maximum Statutory Penalties:

2           Defendant understands that he has the right to have the facts of this case  
3 presented to a federal grand jury, consisting of between sixteen and twenty three  
4 citizens, twelve of whom would have to find probable cause to believe that he  
5 committed the offense set forth in Count One of the Information filed in the above-  
6 captioned matter, before an indictment could be returned.

7           Defendant acknowledges that he is waiving his right to be indicted and agrees  
8 to plead guilty to Count One of the Information charging Defendant with wire fraud,  
9 in violation of 18 U.S.C. § 1343. Defendant understands that the maximum statutory  
10 penalties for wire fraud, in violation of 18 U.S.C. § 1343, are not more than a 20-year  
11 term of imprisonment; not more than a 3-year term of supervised release; a fine not to  
12 exceed \$250,000 or twice the gross gain or loss resulting from the offense, whichever  
13 is greatest, pursuant to 18 U.S.C. § 3571; the costs of prosecution; mandatory  
14 restitution, as set forth below; and a \$100 special assessment.

15           Defendant understands that a violation of a condition of supervised release  
16 carries an additional penalty of re-imprisonment, *see* 18 U.S.C. § 3583(e), without  
17 credit for time previously served on post-release supervision.

18           2.    The Court is Not a Party to the Agreement:

19           The Court is not a party to this Plea Agreement and may accept or reject it.  
20 Sentencing is a matter solely within the discretion of the Court. Defendant  
21 understands that the Court is under no obligation to accept any recommendations  
22 made by the United States and/or by Defendant; that the Court will obtain an  
23 independent report and sentencing recommendation from the U.S. Probation Office;  
24 and that the Court may, in its discretion, impose any sentence it deems appropriate up  
25 to the statutory maximum penalties stated in the Plea Agreement.

26           Defendant acknowledges that no promises of any type have been made to  
27 Defendant with respect to the sentence the Court will impose in this matter.

28           Defendant understands that the Court is required to consider the applicable sentencing

1 guideline range but may depart or vary upward or downward under the appropriate  
2 circumstances.

3 Defendant also understands that should the sentencing judge decide not to  
4 accept any of the parties' recommendations, that decision is not a basis for  
5 withdrawing from this Plea Agreement, or a basis for withdrawing his plea of guilty.

6 **3. Waiver of Constitutional Rights:**

7 Defendant understands that by entering his plea of guilty, Defendant is  
8 knowingly and voluntarily waiving certain constitutional rights, including:

- 9 (a) The right to a jury trial;  
10 (b) The right to see, hear, and question the witnesses;  
11 (c) The right to remain silent at trial;  
12 (d) The right to testify at trial; and  
13 (e) The right to compel witnesses to testify.

14 While Defendant is waiving certain constitutional rights, Defendant understands  
15 he retains the right to be assisted through the sentencing and any direct appeal of the  
16 conviction and sentence by an attorney, who will be appointed at no cost if Defendant  
17 cannot afford to hire an attorney. Defendant also acknowledges that any pretrial  
18 motions currently pending before the Court are waived.

19 **4. Elements of the Offense:**

20 The parties agree that, in order to convict Defendant of wire fraud, in violation  
21 of 18 U.S.C. § 1343, as charged in Count One of the Information, the United States  
22 would need to prove beyond a reasonable doubt the following elements:

- 23 - ***First***, on or around the dates set forth in Count One, in the Eastern  
24 District of Washington and elsewhere, Defendant **CODY ALLEN**  
25 **EASTERDAY** knowingly devised and participated in a scheme and  
26  
27  
28

artifice to defraud Tyson Foods, Inc. ("Tyson")<sup>1</sup>, another company ("Company 1"), and the CME Group, Inc. ("CME") to obtain money and property from Tyson and Company 1 by means of false and fraudulent pretenses, representations, promises, and omissions, as described in Count One;

- Second, the false and fraudulent pretenses, representations, promises, and omissions made by Defendant **CODY ALLEN EASTERDAY** as part of the scheme were material; that is, they had a natural tendency to influence, or were capable of influencing, Tyson, Company 1, and the CME as described in Count One to part with money and property;
- Third, Defendant **CODY ALLEN EASTERDAY** acted with the intent to defraud, that is, the intent to deceive or cheat; and
- Fourth, Defendant **CODY ALLEN EASTERDAY** used, or caused to be used, an interstate wire communication as described in Count One to carry out or attempt to carry out an essential part of the scheme.

5. Factual Basis and Statement of Facts:

Defendant **CODY ALLEN EASTERDAY** agrees to plead guilty because he is in fact guilty. Defendant certifies that he does hereby admit that the facts set forth below are true; that, were this case to go to trial, the United States would be able to prove these specific facts and others beyond a reasonable doubt; and that these facts constitute an adequate factual basis for **CODY ALLEN EASTERDAY**'s guilty plea. This statement of facts does not preclude either party from presenting and arguing, for sentencing purposes, additional facts which are relevant to sentencing, unless otherwise prohibited in this Plea Agreement.

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<sup>1</sup> This Plea Agreement will use the term "Tyson" to refer to Tyson Foods, Inc., its subsidiaries including Tyson Fresh Meats, Inc., and agents and employees thereof, unless otherwise specified.

1 Between approximately 2016 and November 2020, in the Eastern District of  
2 Washington and elsewhere, **CODY ALLEN EASTERDAY** knowingly, and with the  
3 intent to defraud, devised and intended to devise a scheme and artifice to defraud  
4 Tyson, Company 1, and the CME and to obtain money and property from Tyson and  
5 Company 1 by means of materially false and fraudulent pretenses, representations,  
6 promises, and omissions, knowing such pretenses, representations, promises, and  
7 omissions were false and fraudulent when made, and did knowingly transmit and  
8 cause to be transmitted by means of wire communications in interstate commerce  
9 certain writings, signs, signals, pictures, and sounds for the purposes of executing  
10 such scheme and artifice, in violation of 18 U.S.C. § 1343.

11 **CODY ALLEN EASTERDAY**, a citizen of the United States and resident of  
12 Mesa, Washington, was the president and an owner of Easterday Ranches, Inc. from at  
13 least 1998 through December 2020. Beginning in at least March of 2014 and  
14 continuing through 2020, Easterday Ranches entered into a series of Cattle Feeding  
15 Agreements with Tyson. **CODY ALLEN EASTERDAY** signed the Cattle Feeding  
16 Agreements and one extension thereof on behalf of Easterday Ranches as the  
17 company's president and owner.

18 Under the Cattle Feeding Agreements, Easterday Ranches agreed to procure  
19 cattle on behalf of Tyson and provide feeding space for the cattle until they were sent  
20 for slaughter at Tyson's plant located in Pasco, Washington. Easterday Ranches  
21 agreed to provide Tyson supporting documentation regarding the procurement costs of  
22 the cattle that Easterday Ranches proposed to purchase on behalf of Tyson. Upon  
23 approval by Tyson, Easterday Ranches would purchase the cattle, and Tyson agreed to  
24 reimburse Easterday Ranches for the purchase costs.

25 Also under the Cattle Feeding Agreements, Tyson agreed to reimburse  
26 Easterday Ranches for the costs associated with growing the purchased cattle to  
27 market weight. Easterday Ranches agreed to seek such reimbursement by billing  
28



1 Tyson twice monthly. Easterday Ranches agreed that the bills would accurately  
2 reflect the costs associated with growing the cattle.

3 In addition to the Cattle Feeding Agreements between Easterday Ranches and  
4 Tyson, and continuing until in or around September 2020, Easterday Ranches also  
5 entered into a series of livestock bills of sale involving Company 1. Through these  
6 bills of sale, Easterday Ranches agreed to raise cattle on behalf of Company 1 until the  
7 cattle were slaughter-ready, using purchase funds and prepaid feed costs advanced by  
8 Company 1. Easterday Ranches further agreed that, when the cattle ultimately were  
9 sold for slaughter, Easterday Ranches would repay the advanced funds to Company 1  
10 plus 4% interest. Easterday Ranches would keep as profit (if any) the amount by  
11 which the sale price at slaughter exceeded the costs it owed to Company 1. If the sale  
12 price at the time of slaughter was less than the amount Easterday Ranches owed to  
13 Company 1, Easterday Ranches would suffer a loss. **CODY ALLEN EASTERDAY**  
14 signed each livestock bill of sale on behalf of Easterday Ranches.

15 Beginning in or around 2016 and continuing through November 2020, **CODY**  
16 **ALLEN EASTERDAY** submitted and caused to be submitted to Tyson false and  
17 fraudulent invoices and other information that sought reimbursement from Tyson for  
18 cattle that were never actually purchased by or delivered to **CODY ALLEN**  
19 **EASTERDAY** or Easterday Ranches and that did not actually exist. In addition,  
20 **CODY ALLEN EASTERDAY** submitted and caused to be submitted to Tyson false  
21 and fraudulent invoices and other information that sought reimbursement from Tyson  
22 for the purported costs of growing these nonexistent cattle.

23 The false and fraudulent invoices and other information that **CODY ALLEN**  
24 **EASTERDAY** submitted and caused to be submitted to Tyson for these nonexistent  
25 cattle caused Tyson to pay Easterday Ranches approximately \$233,008,042 for the  
26 purported costs of purchasing and growing cattle that were never actually purchased  
27 by or delivered to **CODY ALLEN EASTERDAY** or Easterday Ranches and that did  
28 not actually exist.

1 For example, on or around March 22, 2019, **CODY ALLEN EASTERDAY**  
2 caused Easterday Employee 1, an employee and agent of Easterday Ranches, to send  
3 an email from Easterday Ranches' office in Pasco, Washington, to Tyson Employee 1,  
4 a Tyson employee based in Dakota Dunes, South Dakota, entitled "NEW  
5 PLACEMENTS." The email attached, among other things, an invoice from Easterday  
6 Ranches to Tyson, which sought payment for seven lots of cattle. At least two of the  
7 seven lots of cattle listed on the invoice were never actually purchased by or delivered  
8 to **CODY ALLEN EASTERDAY** or Easterday Ranches and, in fact, did not exist.  
9 The two nonexistent lots totaled 1,568 head of cattle. As a result of receiving this  
10 false and fraudulent invoice, Tyson paid Easterday Ranches approximately  
11 \$1,482,826.41 for cattle that were never actually purchased by or delivered to **CODY**  
12 **ALLEN EASTERDAY** or Easterday Ranches and that did not actually exist.

13 As another example, on or around May 7, 2020, **CODY ALLEN**  
14 **EASTERDAY** caused Easterday Employee 1, an employee and agent of Easterday  
15 Ranches, to send an email from Easterday Ranches' office in Pasco, Washington, to  
16 Tyson Employee 1, a Tyson employee based in Dakota Dunes, South Dakota, entitled  
17 "NEW PLACEMENTS." The email attached, among other things, two invoices from  
18 Easterday Ranches to Tyson, which sought payment for eight lots of cattle. None of  
19 the eight lots of cattle listed on the invoice was ever actually purchased by or  
20 delivered to **CODY ALLEN EASTERDAY** or Easterday Ranches, and none of the  
21 cattle actually existed. The eight nonexistent lots totaled 6,312 head of cattle. As a  
22 result of receiving this false and fraudulent invoice, Tyson paid Easterday Ranches  
23 approximately \$5,314,326.11 for cattle that were never actually purchased by or  
24 delivered to **CODY ALLEN EASTERDAY** or Easterday Ranches and that did not  
25 actually exist.

26 In addition, on or around November 10, 2020, **CODY ALLEN EASTERDAY**  
27 caused Easterday Employee 2, an employee and agent of Easterday Ranches, to send  
28 an email from Easterday Ranches' office in Pasco, Washington, to Tyson Employee 1,

1 a Tyson employee based in Dakota Dunes, South Dakota, entitled "EASTERDAY  
2 RANCHES Inventory 11.07.2020." The email attached a Cattle Inventory Report  
3 setting forth information about numerous lots of cattle that were purportedly  
4 purchased by **CODY ALLEN EASTERDAY** or Easterday Ranches and that were in  
5 Easterday Ranches' inventory. The total headcount of cattle listed in the Cattle  
6 Inventory Report was approximately 296,535. Of that number, approximately  
7 263,780 head of cattle were identified as having a "Loc" (location) of 99, which was  
8 the internal designation in Easterday Ranches' books and records for cattle that –  
9 unbeknownst to Tyson – had never actually been purchased by or delivered to **CODY**  
10 **EASTERDAY** or Easterday Ranches and did not actually exist.

11 As of November 30, 2020, as a result of **CODY ALLEN EASTERDAY's**  
12 scheme to defraud, Easterday Ranches' books and records falsely reflected an  
13 inventory of approximately 265,995 nonexistent cattle for which **CODY ALLEN**  
14 **EASTERDAY** submitted and caused to be submitted to Tyson false and fraudulent  
15 invoices and other information, and for which Tyson paid Easterday Ranches the cost  
16 of purchasing and growing. **CODY ALLEN EASTERDAY's** scheme to defraud  
17 directly and proximately caused Tyson to suffer a loss of approximately  
18 \$233,008,042.

19 In addition, beginning in or around March 2020 and continuing through in or  
20 around September 2020, **CODY ALLEN EASTERDAY** submitted and caused to be  
21 submitted to Company 1 false and fraudulent bills of sale and invoices that sought  
22 payment from Company 1 for the purported cost of purchasing and feeding cattle that  
23 were never actually purchased by or delivered to **CODY ALLEN EASTERDAY** or  
24 Easterday Ranches, and that did not actually exist.

25 In total, as a result of the false and fraudulent representations that **CODY**  
26 **ALLEN EASTERDAY** made and caused to be made, Company 1 paid Easterday  
27 Ranches approximately \$11,023,090 for the purported costs of purchasing and raising  
28



1 thousands of cattle that were never actually purchased by or delivered to **CODY**  
2 **ALLEN EASTERDAY** or Easterday Ranches, and that did not actually exist.

3 **CODY ALLEN EASTERDAY** used a significant portion of the proceeds of the  
4 scheme to cover approximately \$200 million in commodity futures contracts trading  
5 losses that **CODY ALLEN EASTERDAY** incurred on behalf of Easterday Ranches  
6 from in or around 2011 through in or around 2020.

7 In connection with his commodity futures trading, on or around October 17,  
8 2017, and again on or around July 12, 2018, **CODY ALLEN EASTERDAY** caused  
9 Easterday Ranches to submit to the CME an Application to Exceed Position Limits that  
10 falsely inflated the number of cattle in Easterday Ranches' inventory at the time the  
11 application was submitted. Each of the applications was signed by **CODY ALLEN**  
12 **EASTERDAY** as the president of Easterday Ranches. These materially false and  
13 fraudulent applications were designed to permit Easterday Ranches to exceed position  
14 limits in live cattle futures contracts that the CME otherwise would have applied to  
15 Easterday Ranches.

16 The preceding statement is a summary, made for the purpose of providing the  
17 Court with a factual basis for **CODY ALLEN EASTERDAY**'s guilty plea to the  
18 charge against him. It does not include all of the facts known to **CODY ALLEN**  
19 **EASTERDAY** concerning criminal activity in he engaged. The statement is made  
20 knowingly and voluntarily and because **CODY ALLEN EASTERDAY** is in fact guilty  
21 of the crime charged.

22 6. The United States Agrees:

23 (a) Not to File Additional Charges:

24 The Fraud Section, United States Department of Justice, Criminal Division and  
25 the United States Attorney's Office for the Eastern District of Washington agree not to  
26 bring any additional charges against Defendant based upon information in their  
27 possession at the time of this Plea Agreement arising out of Defendant's conduct  
28

1 charged in the Information, unless Defendant breaches this Plea Agreement any time  
2 before sentencing.

3 7. United States Sentencing Guideline Calculations:

4 Defendant understands and acknowledges that the United States Sentencing  
5 Guidelines (hereinafter "USSG"), November 1, 2018 Manual, are applicable to this  
6 case and that the Court will determine Defendant's applicable sentencing guideline  
7 range at the time of sentencing. Pursuant to Rule 11(c)(1)(B), the United States and  
8 Defendant recommend the following sentencing guidelines calculations. This  
9 recommendation does not bind the Court.

10 (a) Base Offense Level:

11 The parties agree and stipulate that Defendant's Base Offense Level is 7. *See*  
12 USSG § 2B1.1(a)(1).

13 (b) Specific Offense Characteristics:

14 The parties agree and stipulate that Defendant's Base Offense Level is  
15 increased by 26 levels because the loss is greater than \$150,000,000 but less than  
16 \$250,000,000. *See* USSG §2B1.1(b)(1)(N).

17 The parties agree and stipulate that Defendant's offense level is increased by 2  
18 levels because the offense involved sophisticated means, and Defendant intentionally  
19 engaged in or caused the conduct constituting sophisticated means. *See* USSG  
20 §2B1.1(b)(10)(C).

21 The parties have no agreement whether any other specific offense  
22 characteristics are applicable. The United States and Defendant may argue for or  
23 against any adjustments and/or enhancements under the USSG noted in the  
24 Presentence Investigation Report.

25 (c) Acceptance of Responsibility:

26 If Defendant pleads guilty and demonstrates a recognition and an affirmative  
27 acceptance of personal responsibility for the criminal conduct; provides complete and  
28 accurate information during the sentencing process; does not commit any obstructive

1 conduct; and accepts this Plea Agreement, the United States will move for a 3-level  
2 downward adjustment in the offense level for Defendant's timely acceptance of  
3 responsibility, pursuant to USSG §3E1.1(a), (b).

4 The parties agree that the United States may at its option and upon written  
5 notice to Defendant, not recommend a 3-level reduction for acceptance of  
6 responsibility if, before sentencing, Defendant is charged or convicted of any criminal  
7 offense whatsoever, or if Defendant tests positive for any controlled substance.

8 (d) Criminal History:

9 The parties make no agreement on Defendant's criminal history category,  
10 which shall be determined by the Court after the Presentence Investigative Report is  
11 completed.

12 8. Departure:

13 Defendant will not file a motion for a decrease in the offense level based on a  
14 mitigating role pursuant to USSG § 3B1.2 or a departure motion pursuant to USSG  
15 Chapter 5, except as provided for in Section 5K2.0. This shall not limit Defendant's  
16 ability to seek, or the United States' ability to oppose, a variance pursuant to 18  
17 U.S.C. § 3553.

18 9. Incarceration:

19 The United States agrees to recommend a sentence of imprisonment within or  
20 below the adjusted sentencing range under the USSG as determined by the Court at  
21 the time of sentencing. Defendant is free to recommend any sentence he deems  
22 appropriate.

23 10. Criminal Fine:

24 The parties are free to make whatever recommendation concerning the  
25 imposition of a criminal fine that they believe is appropriate.

26 11. Restitution:

27 The parties agree restitution is required pursuant to 18 U.S.C. §§ 3663A and  
28 3664. With respect to restitution, the parties agree to the following:

1                   (a) Restitution Amount and Interest:

2           The parties agree that the total restitution amount owed by Defendant is  
3 approximately \$244,031,132, and Defendant agrees to pay restitution in the following  
4 amounts:

5           \$233,008,042 to Tyson Foods, Inc.; and

6           \$11,023,090 to Company 1.

7                   (b) Payments:

8           The parties agree the Court will set a payment schedule based on Defendant's  
9 financial circumstances. *See* 18 U.S.C. § 3664(f)(2), (3)(A). That being said,  
10 Defendant agrees to pay not less than 10% of his net monthly income towards his  
11 restitution obligation.

12           Defendant also understands the United States may, notwithstanding the Court-  
13 imposed payment schedule, pursue other avenues to ensure the restitution obligation is  
14 satisfied, including, but not limited to, garnishment of available funds, wages, or  
15 assets. *See* 18 U.S.C. §§ 3572, 3613, and 3664(m). Nothing in this acknowledgment  
16 shall be construed to limit Defendant's ability to assert any specifically identified  
17 exemptions as provided by law, except as set forth in this Plea Agreement.

18           Until a fine or restitution order is paid in full, Defendant agrees fully to disclose  
19 all assets in which Defendant has any interest or over which Defendant exercises  
20 control, directly or indirectly, including those held by a spouse, nominee or third  
21 party. Defendant agrees to truthfully complete the Financial Disclosure Statement that  
22 will be provided by the earlier of 30 days from Defendant's signature on this Plea  
23 Agreement or the date of Defendant's entry of a guilty plea, sign it under penalty of  
24 perjury and provide it to both the United States and the United States Probation  
25 Office. Defendant expressly authorizes the United States to obtain a credit report on  
26 Defendant upon the signing of this Plea Agreement. Until such time as the fine or  
27 restitution order is paid in full, Defendant agrees to provide waivers, consents or  
28

1 releases requested by the United States to access records to verify the financial  
2 information.

3 (c) Notifications:

4 Defendant agrees to notify the Court and the United States of any material  
5 change in his economic circumstances (e.g., inheritances, monetary gifts, changed  
6 employment, or income increases) that might affect his ability to pay restitution. *See*  
7 18 U.S.C. § 3664(k). Further, Defendant agrees to notify the United States before  
8 Defendant transfers any interest in property with a value exceeding \$1,000 owned  
9 directly or indirectly, individually or jointly, by Defendant, including any interest held  
10 or owned under any name, including trusts, partnerships and corporations. This  
11 obligation ceases when the restitution is paid-in-full.

12 Defendant agrees to notify the United States of any address change within 30  
13 days of that change. *See* 18 U.S.C. § 3612(b)(F). This obligation ceases when the  
14 restitution is paid-in-full.

15 12. Forfeiture:

16 The parties agree forfeiture applies. *See* 18 U.S.C. § 981(a)(1)(C); 28 U.S.C.  
17 § 2461(c). With respect to forfeiture, the parties agree to the following:

18 (a) Forfeitable Property:

19 The United States shall seek a forfeiture money judgment in this matter and will  
20 not seek to forfeit specific property, except as set forth in this Plea Agreement or  
21 authorized by law. The United States will not seek to forfeit proceeds in an amount  
22 exceeding what Defendant actually obtained as a result of the crime. *See Honeycutt v.*  
23 *U.S.*, 137 S. Ct. 1626 (2017).

24 (b) Money Judgment:

25 Defendant agrees to forfeit to the United States all right, title, and interest in the  
26 following property: a money judgment, in an amount to be determined at or before  
27 sentencing, which represents the amount of proceeds Defendant obtained as a result of  
28 his illegal conduct.



1                   (c)   Substitute Property:

2           Defendant understands the United States may seek for Defendant to forfeit  
3 substitute property in satisfaction of the money judgment if the United States can  
4 establish the following regarding the above-described property (*i.e.*, the money  
5 judgment): a) it cannot be located upon the exercise of due diligence; b) it has been  
6 transferred or sold to, or deposited with, a third party; c) it has been placed beyond the  
7 Court's jurisdiction; d) it has substantially diminished in value; e) it has been  
8 commingled with other property and cannot be divided without difficulty. *See* 18  
9 U.S.C. § 982(b)(1); 21 U.S.C. § 853(p). The United States will not seek to forfeit  
10 substitute property from other defendants or co-conspirators; it may only forfeit  
11 substitute property from Defendant. *See* 21 U.S.C. § 853(p).

12                   (d)   Application of Forfeited Property to Restitution:

13           Defendant understands the United States will seek restitution for the victim in  
14 this case independent of this money judgment. It is the parties' mutual understanding  
15 that the United States will seek approval to apply the proceeds of any forfeited assets  
16 to Defendant's restitution obligations. Defendant recognizes the final decision to  
17 approve this application rests with the Attorney General. *See* 18 U.S.C. § 981(d), (e);  
18 *see also* 28 C.F.R. § 9 *et. seq.*

19                   (e)   Cooperation on Forfeited Assets:

20           Defendant agrees to cooperate with the United States in passing clear title on all  
21 forfeited assets. Defendant also agrees to assist the United States in locating any  
22 assets that 1) are the proceeds of illegal conduct (as outlined in this Plea Agreement)  
23 and 2) have not been dissipated. If such assets are located, then Defendant will  
24 stipulate to their forfeiture.

25                   (f)   Waiver:

26           Defendant agrees to waive oral pronouncement of forfeiture at the time of  
27 sentencing. *See* Fed. R. Crim. P. 32.2(b)(4)(B).  
28

1           13.   Supervised Release:

2           The parties agree to recommend that the Court impose a 3-year term of  
3 supervised release. The parties are free to advocate for any special conditions they  
4 believe are appropriate.

5           14.   Mandatory Special Assessment:

6           Defendant agrees to pay the \$100 mandatory special assessment to the Clerk of  
7 Court for the Eastern District of Washington on or before the date of sentencing. *See*  
8 18 U.S.C. § 3013.

9           15.   Payments While Incarcerated:

10          If Defendant lacks the financial resources to pay the monetary obligations  
11 imposed by the Court, then Defendant agrees to earn the money to pay toward these  
12 obligations by participating in Bureau of Prisons' Inmate Financial Responsibility  
13 Program.

14          16.   Additional Violations of Law Can Void Plea Agreement:

15          The parties agree that the United States may at its option and upon written  
16 notice to Defendant, withdraw from this Plea Agreement or modify its  
17 recommendation for sentence if, before sentencing, Defendant is charged or convicted  
18 of any criminal offense whatsoever or if Defendant tests positive for unlawful use of  
19 any controlled substance.

20          17.   Appeal Rights:

21          Defendant understands that he has a limited right to appeal or challenge the  
22 conviction and sentence imposed by the Court. Defendant hereby expressly waives  
23 his right to appeal his guilty plea, conviction, sentence, fine and any restitution or  
24 forfeiture order imposed by the Court. Defendant further expressly waives his right to  
25 file any post-conviction motion attacking his conviction and sentence to include any  
26 restitution or forfeiture order, including a motion pursuant to 28 U.S.C. § 2255, except  
27 a motion based upon ineffective assistance of counsel based on information not now  
28

1 known by Defendant and which, in the exercise of due diligence, could not be known  
2 by Defendant by the time the Court imposes the sentence.

3 18. Breach:

4 Defendant agrees that if he fails to comply with any of the provisions of this  
5 Plea Agreement, including if he fails to tender such Plea Agreement to the Court,  
6 makes false or misleading statements before the Court or to any agents of the United  
7 States, commits any further crimes, or attempts to withdraw the plea (prior to or after  
8 pleading guilty to the charge identified in Section 1 above), the United States will  
9 have the right to characterize such conduct as a breach of this agreement.

10 In the event of such a breach: (a) the United States will be free from its  
11 obligations under this Plea Agreement and further may take whatever position it  
12 believes appropriate as to the sentence and the conditions of Defendant's release (for  
13 example, should Defendant commit any conduct after the date of this Plea Agreement  
14 that would form the basis for an increase in Defendant's offense level or justify an  
15 upward departure – examples of which include but are not limited to, obstruction of  
16 justice, failure to appear for a court proceeding, criminal conduct while pending  
17 sentencing, and false statements to law enforcement agents, the probation officer, or  
18 Court – the United States is free under this Plea Agreement to seek an increase in the  
19 offense level based on that post-agreement conduct); (b) Defendant will not have the  
20 right to withdraw the guilty plea; (c) Defendant shall be fully subject to criminal  
21 prosecution for any other crimes which he has committed or might commit, if any,  
22 including perjury and obstruction of justice; and (d) Defendant waives any protections  
23 afforded by Section 1B1.8(a) of the Sentencing Guidelines, Rule 11 of the Federal  
24 Rules of Criminal Procedure and Rule 410 of the Federal Rules of Evidence, and the  
25 United States will be free to use against Defendant, directly and indirectly, in any  
26 criminal or civil proceeding any of the information, statements, and materials  
27 provided by him pursuant to this Plea Agreement, including offering into evidence or  
28 otherwise using the Factual Basis and Statement of Facts set forth in Section 5 above.

1           19.   Waiver of Statute of Limitations:

2           Defendant agrees that, should the conviction following Defendant's guilty plea  
3 be vacated for any reason, then any prosecution that is not time-barred by the  
4 applicable statute of limitations on the date of the signing of this Plea Agreement  
5 (including Count One of the Information to which Defendant is pleading guilty  
6 pursuant to this Plea Agreement) may be commenced or reinstated against Defendant,  
7 notwithstanding the expiration of the statute of limitations between the signing of this  
8 Plea Agreement and the commencement or reinstatement of such  
9 prosecution. Defendant agrees to waive all defenses based on the statute of limitations  
10 with respect to any prosecution that is not time-barred on the date the Plea Agreement  
11 is signed.

12           20.   Integration Clause:

13           The parties acknowledge that this document constitutes the entire Plea  
14 Agreement between the parties, and no other promises, agreements, or conditions exist  
15 between the parties concerning this case's resolution. This Plea Agreement is binding  
16 only upon the Fraud Section, Criminal Division, United States Department of Justice,  
17 and cannot bind other federal, state, or local authorities. The parties agree that this  
18 Plea Agreement cannot be modified except in writing that is signed by the United  
19 States and Defendant.

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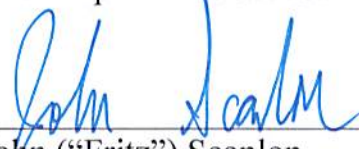
28 //

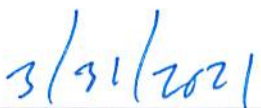
Approval and Signature

Agreed and submitted on behalf of the Fraud Section, United States Department of Justice, Criminal Division.

Daniel S. Kahn  
Acting Chief, Fraud Section  
U.S. Department of Justice, Criminal Division


Avi Perry  
Acting Principal Assistant Chief, Fraud Section  
U.S. Department of Justice, Criminal Division


  
John ("Fritz") Scanlon  
Trial Attorney, Fraud Section  
U.S. Department of Justice, Criminal Division

  
Date

Agreed and submitted on behalf of the United States Attorney's Office for the Eastern District of Washington.

Joseph H. Harrington  
Acting United States Attorney

  
Russell E. Smoot  
Assistant United States Attorney

  
Date

Timothy M. Durkin  
Assistant United States Attorney

Brian M. Donovan  
Assistant United States Attorney




1 I have read this Plea Agreement and have carefully reviewed and discussed  
2 every part of the agreements with my attorney. I understand and voluntarily enter into  
3 the Plea Agreement. Furthermore, I have consulted with my attorney about my rights,  
4 I understand those rights, and I am satisfied with the representation of my attorney in  
5 this case. No other promise or inducements have been made to me, other than those  
6 contained in this Plea Agreement and no one has threatened or forced me in any way  
7 to enter into this Plea Agreement. I am agreeing to plead guilty because I am guilty.

8   
9 CODY ALLEN EASTERDAY

3/24/21  
Date

11  
12  
13 I have read the Plea Agreement and have discussed the contents of the  
14 agreement with my client. The Plea Agreement accurately and completely sets forth  
15 the entirety of the agreement between the parties. I concur in my client's decision to  
16 plead guilty as set forth in the Plea Agreement. There is no legal reason why the  
17 Court should not accept Defendant's plea of guilty.

18   
19 Carl J. Oreskovich  
20 Attorney for Defendant

3/25/21  
Date